



CITY OF ROCKVILLE
111 Maryland Avenue
Rockville, MD 20850

REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

WHEN MAKING INQUIRIES, PLEASE REFERENCE QUOTE RFQ 004/FY12	DATE: July 26, 2011
QUOTATION DUE DATE AND TIME: FRIDAY, AUGUST 05, 2011 @ 2:00 PM	WE REQUIRE DELIVERY/SERVICE COMPLETION BY: SATURDAY, AUGUST 27, 2011
<u>FAX/MAIL QUOTATION TO:</u> Pat Ryan, Purchasing City of Rockville 111 Maryland Ave. Rockville, MD 20850 FAX: 240-314-8439 (TEL 240-314-8434), pryan@rockvillemd.gov <u>TECHNICAL CONTACT:</u> Mike Coppersmith 240-314-8605 (phone) mcoppersmith@rockvillemd.gov FAX ONLY THIS RFQ FORM AND SPECIFICATIONS/LITERATURE OF PRODUCTS OFFERED. OFFERORS ARE RESPONSIBLE FOR THE TIMELY RETURN OF THIS QUOTATION.	
BID DOCUMENTS ARE AVAILABLE SEVERAL WAYS: (1) Download the document from the City's website at http://www.rockvillemd.gov Click on bids and proposals; (2) Call the Purchasing Division at (240) 314-8430 and ask that the RFQ be mailed to you; or (3) Visit the Purchasing Division and pick up a quote packet between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding government holidays. Purchasing is located at Rockville City Hall, 111 Maryland Avenue, Rockville, MD 20850. Call (240) 314-5048 for directions. QUOTED PRICE(S) MUST INCLUDE FREIGHT, FOB, ROCKVILLE, MARYLAND. INSIDE DELIVERY <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SHIP TO: Gibbs Street and Maryland Avenue (Rockville Town Center), Rockville, MD 20850	
DESCRIPTION	
RENTAL OF TENTS AND EQUIPMENT FOR UNCORKED WINE AND MUSIC FESTIVAL ON SATURDAY, AUGUST 27, 2011. SEE SPECIFICATIONS AND PRICE PAGES FOR DETAILS <u>Bidders, Please Return by fax # 240-314-8439:</u> 1) Page 1, bottom portion completed 2) Pages 7-8, Price Page and Questions 3) Page 14, Affidavit 4) Page 15, Reference Form	

PAYMENT TERMS: NET 30	DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER
PROMPT PAYMENT DISCOUNT: ____% FOR PAYMENT WITHIN ____ DAYS	
COMPANY LEGAL NAME: _____	
ADDRESS: _____	
SUBMITTED BY: _____	
SIGN YOUR NAME AND TITLE	DATE
PRINT YOUR NAME AND TITLE	
TELEPHONE# _____	FAX # _____
E-MAIL ADDRESS: _____ FEDERAL ID#/OR SS# _____	



CITY OF ROCKVILLE MARYLAND INSTRUCTIONS CONDITIONS AND NOTICES

1. **PREPARATION** All bids are to be submitted to the location indicated. The following forms must be submitted:

- Pricing page
- Non-collusion/non-conviction affidavit
- Other forms as required.

The quote form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. Quotes must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

2. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.

3. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Quotation, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid. In determining the responsibility of a bidder, the following criteria may be considered:

- The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- The quality of performance on previous contracts or services;
- The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

- The quality, availability and adaptability of the goods or services to the particular use required;
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- Such other information as may be secured by the City having a bearing on the decision to award the contract.

4. **ADDENDA** All addenda issued after the Request for Quotations and before the due date of the quotation shall become part of the contract. Bidders are required to acknowledge the addenda by one of the following methods; it is the responsibility of the vendor to make inquiry as to addenda issued:

- List the number of the addenda on the quote sheet
- Return a copy of the addenda with the quote
- Initial in person at City Hall receipt of the addenda

5. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City. The City will accept or reject bids within forty-five (45) days after the bid due date. Bids may not be withdrawn during that period.

6. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

7. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

8. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the contract officer in writing.

9. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

10. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

11. TERMS AND CONDITIONS The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

12. INTERPRETATION Any questions concerning conditions and specification shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The contractor shall take no advantage of any error or omission in the specifications.

13. MATERIALS All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the specifications, contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.

14. PRICES Bids must be submitted on a firm fixed price, F.O.B. destination basis only, unless otherwise specified herein.

15. PROMPT PAYMENT DISCOUNTS All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts will be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

16. BIDDER'S PAYMENT TERMS The City will reject as non-responsive a quote under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for

payment of proper invoices in less than thirty (30) days.

17. DELIVERY All time limits stated in the contract documents are of the essence. The contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

18. REFERENCES References may be required prior to award.

19. PAYMENT Payment will be made upon receipt of an accepted invoice, submitted in duplicate to:

City of Rockville
Attn: Accounts Payable Division
111 Maryland Avenue
Rockville, Maryland 20850

All invoices must reference a Purchase Order Number. Payment will be made upon inspection and/or testing of all items for compliance with specifications and in satisfactory condition. Should inspection delays occur, the contractor shall have thereby no claim for damages or extra compensation. Discounts shall be applicable from the date of acceptance of the materials rather than the date of the invoice.

20. DELAYS/EXTENSION OF TIME If the contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Contract Officer within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

21. NO DAMAGES FOR DELAY The contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the contract. Such delays or

hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the contractor.

- 22. TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 23. TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon ten (10) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those goods and services furnished prior to the effective date of such termination.

- 24. CHANGES** The City, without invalidating the contract, may order written changes in the work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Contract Officer

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the work shall be determined by mutual agreement. The contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City .

- 25. EXTRA COSTS** If the contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those

represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

- 26. BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number are for information and establishment of a quality level desired and are not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specifications, unless brand name only is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal form what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet specifications. The City reserves the right to accept or reject items offered as an "equal"

- 27. GUARANTEE** All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Contract Manager before final payment is made.

The contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- 28. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the contractor.

If the work shall be found to be defective or to have been damaged, before final acceptance, the contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or neglect of the contractor.

- 29. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The contractor shall observe and

comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.

30. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

31. **RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

32. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the contractor in writing of his determination. The contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the contractor shall proceed diligently with performance under the agreement signed by the City and the contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

33. **INDEMNIFICATION OF THE COUNCIL** The contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the contractor, or subcontractors or agents of the contractor.

34. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the contractor in any part of the of specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the contractor.

35. **MISCELLANEOUS PROVISIONS** The City and the contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the contractor assign any monies due or to become due hereunder without the previous written consent of the City.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

The contractor shall not be permitted to do any work which will require the services of any City employee on City holidays, Saturday or Sunday unless authorized by the appropriate City supervisor.

36. **EQUAL EMPLOYMENT OPPORTUNITY** The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the contractor will permit access to the contractor's books, records and accounts. If the City Manager concludes that the contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

37. **LANGUAGE** If applicable, the contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the contractor's employees or agents are at the site.

38. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

39. **DISABILITY INFORMATION**
ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137.

**CITY OF ROCKVILLE
REQUEST FOR QUOTATION #
RENTAL OF TENTS AND EQUIPMENT FOR UNCORKED
WINE AND MUSIC FESTIVAL
PRICE PAGE**

Rental equipment for Uncorked Wine and Music Festival for Saturday, August 27, 2011

ITEM	EQUIPMENT	QTY/UNIT	UNIT PRICE	TOTAL
1	BLACK FOLDING CHAIRS	300 EA		
2	20' X 20' HIGH PEAK TENT WITH 10' LEGS, ANCHOR BLOCKS, AND ONE BACKWALL DIVIDER	2 EA	\$_____	\$_____
3	10' X 20' MARQUEE TENT WITH 8' LEGS, ANCHOR BLOCKS, AND BACK WALL	15 EA	\$_____	\$_____
4	10'X10 MARQUEE TENT WITH 8' LEGS, ANCHOR BLOCKS, AND BACKWALL	7 EA	\$_____	\$_____
5	8' L X 30" W RECTANGULAR FOLDING TABLES	70 EA	\$_____	\$_____
6	BLACK TABLE CLOTHS FOR 8' RECTANGULAR TABLES	25 EA	\$_____	\$_____
7	30" W X 42" H COCKTAIL TABLES	10 EA	\$_____	\$_____
8	PURPLE TABLE CLOTHS FOR 30" W X 42" H COCKTAIL TABLES	10 EA	\$_____	\$_____
9	COCKTAIL TABLES, 30" WIDE X 30" HIGH	10 EA	\$_____	\$_____
10	PURPLE TABLE CLOTHS FOR 30" W X 30" H COCKTAIL TABLES	10 EA	\$_____	\$_____
11	STAGE 12" W X 12' D X 1' H, SKIRTED IN BLACK	1 EA		\$_____
12	DELIVERY, SET-UP AND BREAKDOWN	1 LOT		\$_____
		GRAND TOTAL		\$_____

Please complete the following and return with the Quote:

1. The successful bidder will be required to furnish a Certificate of Insurance, Endorsements and Waiver in accordance with the City's Insurance Requirements Terms and Conditions (page 12 & 13). If awarded the quote, please confirm that you are able to obtain the Insurance Documents as required in this RFQ:

_____ **YES** _____ **NO**

2. If awarded the quote, successful bidder will sign the City's Rental Quotation Form as provided for in this RFQ on page 16).

_____ **YES** _____ **NO**

3. Do you claim any exception to any specification in this quote? If so, any exceptions must be clearly documented below.

**CITY OF ROCKVILLE
REQUEST FOR QUOTATION #004/FY12
SPECIFICATIONS**

RENTAL OF TENTS AND EQUIPMENT FOR UNCORKED WINE AND MUSIC FESTIVAL

1. SCOPE

The intent of this Request for Quotation is to select a qualified Contractor to provide rental of tents and equipment for use by the City of Rockville, wineries and non-profits vendors at the Uncorked Wine and Music Festival being held on Saturday, August 27, 2011.

2. DATES, TIMES AND LOCATION

The event will be held on Saturday, August 27, 2011 from 12p.m.- 6 p.m.

The event location will in the Rockville Town Center Plaza, Gibbs Street and Maryland Avenue. The exact location for equipment placement will be determined prior to the event date.

3. SET -UP AND REMOVAL

Set-up and installation of equipment shall begin at 6 a.m. on Saturday, August 27, 2011 and must be completed by 9 a.m. that same day.

Breakdown shall begin no earlier than 6 p.m. on Saturday, August 27, 2011 and must be completed by 9 p.m. that same day.

The City of Rockville will not assume responsibility for equipment damage, theft, vandalism, etc. if equipment is not picked up and removed from the premises by the time specified.

4. COLOR

All tents and sidewalls shall be white.

5. CONDITION OF EQUIPMENT

All equipment must be industry standard and in "good-as-new" and safe condition so as not to cause harm or injury in any way to the users.

It shall be the responsibility of the contractor to deliver the equipment in a good, clean condition and to maintain and repair any damages to the equipment during the rental period. Broken, damaged or equipment delivered in poor condition will not be accepted by the City. Replacement equipment must be delivered in 2 hours.

There must be an agent or supervisor on call who can be reached by telephone, beeper or portable phone in case of equipment problems arise after delivery. Supervisor or agent must respond within 15 minutes of initial call and correction made or replacement equipment delivered within 2 hours of initial call.

6. RAIN DATE

There is no rain date scheduled for this event.

7. PLACEMENT OF TENTS

Tents shall be installed on City parking lots and/or City streets using tent anchor blocks. Any holes or other damage to the parking lot caused by the installation or use of the tents must be properly filled or otherwise repaired by the contractor to the satisfaction of the City.

8. SIDEWALL REQUIREMENTS

Contractor shall provide 8' x 20' white sidewalls. Sidewalls must have hooks along the top and grommets down the side. The sidewalls will be used to secure items in the tent.

9. WEATHER PROTECTION

Each tent shall be made of such a material that it will protect the user from rain.

10. LIABILITY AND SECURITY

The City shall not be liable for any loss or damage to the tents or equipment rented.

11. CONTRACTOR RESPONSIBILITIES

Contractor shall provide for employees' and public safety at all times.

Contractor shall perform this contract as an independent contractor and shall not be considered an agent of the City of Rockville, nor shall any employees or agents of the contractor be considered an agent of the City.

All employees of the Contractor shall be no less than 18 years of age, and shall be experienced in the type of work performed. No visitors, spouses or children of the Contractor's employees will be allowed in the workplace during working hours, unless they are bonafide employees of the Contractor.

All employees of Contractor shall be of neat appearance and conduct themselves in a professional manner while working for the City of Rockville. Whenever the Contractor leaves a location, that location shall be clean, safe, and free of any tools and other materials related to the work.

Contractor shall provide for a neat, clean, and safe environment at all times during all work. All vehicles, trailers, and other equipment must be in proper working order and a neat, clean appearance.

The City of Rockville is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by Contractor's employees while in the performance of this service is prohibited. Violation of this requirement shall constitute grounds for termination of this contract.

12. TECHNICAL QUESTIONS

All technical questions pertaining to the specifications and/or equipment in this quote shall be directed to Mr. Mike Coppersmith, Special Operations Supervisor, (240) 314-8605, or by email: mcoppersmith@rockvillemd.gov.

13. CONTRACTUAL QUESTIONS

Any contractual questions pertaining to this quote shall be directed to Ms. Pat Ryan, Buyer II, at (240) 341-8434 or by email: pryan@rockvillemd.gov

14. ADDENDA

Any information given, in response to a request, will be furnished to all bidders as an addendum if such information is deemed necessary for the preparation of the quote, or if the lack of such information would be detrimental to the uninformed bidder. Verbal explanations or instructions given by a City employee to the bidder will not be binding by the City unless confirmed by an addendum.

It is the responsibility of the bidder to check the City's website, www.rockvillemd.gov, for addenda up until the due date and time of the quote.

16. QUALIFICATIONS OF CONTRACTOR AND REFERENCES

Contractor shall perform all specified work using properly trained, skilled, and licensed workers supervised and directly employed by the contractor. The contractor shall be licensed and bonded in the State of Maryland and shall have a minimum of three (3) years experience in this field.

All bidders are required to provide at least three (3) references (City's Reference Form attached) for similar services provided within the last three (3) years and submit the completed form with the quote. Failure to provide references with the quote may be cause for determining a bidder non-responsive. Bidders who do not have the required experience may not be considered for award.

17. CONDITIONS FOR RENTALS

The City shall not indemnify the rental Contractor under any circumstances. The City shall have no obligation to the Contractor for payment for loss or for damages of any nature to rental items provided unless clear and convincing evidence demonstrates that gross negligence of either the City or its employees acting within the scope of their employment was the direct cause of such loss or damage. Contractor further understands and agrees that no employee of City of Rockville, other than the City Purchasing Division is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of any City employee other than the Purchasing Division or Contracts Officer shall be interpreted by the City and the Contractor as the City's acknowledgement of delivery only.

18. INSURANCE

The successful contractor must obtain and keep in force and effect during the term of the contract insurance coverage as specified on the Insurance pages.

19. INVOICING

Invoices shall be submitted upon completion of the installation and shall include a detailed breakdown of all charges. The City will pay all such invoices promptly unless any items thereon are question, in which event payment will be withheld pending verification of the amount claimed and in the validity of the claim.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>Form CA20 48 02 99 form to be both signed and dated.</i>
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
RFQ 004/FY12, RENTAL OF TENTS AND EQUIPMENT FOR UNCORKED WINE AND MUSIC FESTIVAL
City Hall
111 Maryland Avenue
Rockville, MD 20850

A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____
whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I

further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____ Date _____

RETURN THIS FORM WITH YOUR QUOTE



REFERENCE FORM

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications.

The Bidder shall be a competent and experienced contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of three (3) years. Please furnish a representative list of three (3) projects involving work as specified by your firm.

The bidder shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the bidder. The City may make such investigation as it deems necessary to determine the ability of the Bidder to furnish the services. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the services herein.

1. Company Name _____

Contact Person: _____

Phone: _____ Fax: _____

Project Value: _____ Rental date: _____

Description: _____

2. Company Name _____

Contact Person: _____

Phone: _____ Fax: _____

Project Value: _____ Rental date: _____

Description: _____

3. Company Name _____

Contact Person: _____

Phone: _____ Fax: _____

Project Value: _____ Rental date: _____

Description: _____



RENTAL QUOTATION FORM

PLEASE PROVIDE A PRICE QUOTATION FOR THE RENTAL OF THE FOLLOWING ITEMS AND FAX OR MAIL THIS COMPLETED FORM TO THE DEPARTMENT IDENTIFIED BELOW.

USING DEPARTMENT NAME: CITY OF ROCKVILLE (Department of Recreation & Parks)

ADDRESS: 111 MARYLAND AVE., ROCKVILLE, MD 20850

REQUESTED BY (NAME): MIKE COPPERSMITH

TELEPHONE: 240-314-8605

FAX: 240-314-8659

ITEM DESCRIPTION: RENTAL OF TENTS AND EQUIPMENT FOR UNCORKED WINE AND MUSIC FESTIVAL ON SATURDAY, AUGUST 27, 2011.

TERM OF RENTAL: TERMS AS PER RFQ # 004/FY12, RENTAL OF TENTS AND EQUIPMENT FOR UNCORKED WINE AND MUSIC FESTIVAL. (If applicable, continuation of the rental after June 30th of each year is contingent on funding approval by the Mayor and Council)

CITY CONDITIONS FOR RENTALS

The City shall not indemnify the rental vendor (Vendor) under any circumstances. The City shall have no obligation to the Vendor for payment for loss or for damages of any nature to rental items provided unless clear and convincing evidence demonstrates that gross negligence of either the City or its employees acting within the scope of their employment was the direct cause of such loss or damage. Vendor further understands and agrees that no employee of City of Rockville, other than the City Purchasing Division is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of any City employee other than the Purchasing Division or Procurement Officer shall be interpreted by the City and the Vendor as the City's acknowledgement of delivery only.

The City and the rental vendor (Vendor) agree that no representative or agent of either party has made any promise or representation with respect to this rental quotation which is not contained herein, and that all terms and conditions with respect to this Agreement are expressly contained herein and in any valid City of Rockville Purchase Order or other agreement covering the rental that is signed by the City Purchasing Division.

VENDOR NAME: _____

SIGNATURE _____

DATE: _____ **TELEPHONE:** _____

FAX: _____